

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Applicant:	§	Art Unit:	3623
John Manos	§		
	§	Conf No.:	7996
Serial No.: 10/615,054	§		
	§	Examiner:	Nadja N. Chong Cruz
Filed: July 8, 2003	§		
	§		
For: Information Technology Service	§	Atty Docket:	200901419-1
Request Level Of Service Monitor	§		(HPC.0880US)
	§		

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P.O. Box 1450
Alexandria, VA 22313-1450

REPLY BRIEF

Dear Sir:

Applicant's Reply to the Examiner's Answer is set forth below.

- A. Whether Claims 1, 12 and 23 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?**

In the Appeal Brief, Applicant presented arguments to explain why Jones fails to disclose or render obvious determining when a problem associated with a service ticket must be resolved, where the deadline is contractually required. One of these arguments pointed out that Jones fails to discuss selecting a deadline based on customer consultation or input. In other words, Jones does not contemplate any customer involvement in the deadline and as such, fails to contemplate the contractually-required deadline of claim 1.

Date of Deposit: February 9, 2010

I hereby certify that this correspondence is being transmitted electronically to the U.S. Patent Office on the date indicated above.

Janice Munoz

The Examiner has misunderstood Applicant's argument and contends that the Applicant is purportedly arguing limitations from the preamble. Examiner's Answer, p. 28. However, Applicant was merely explaining why the expressly recited claim limitations would not have been obvious to the skilled artisan in possession of Jones.

The Examiner also contends that the Applicant is attacking the references individually. Examiner's Answer, p. 28. Contrary to this contention, in the Appeal Brief, Applicant was merely addressing the references individually to point out that neither Jones nor Tsykin discloses the explicitly-recited limitations of determining a deadline for when a problem associated with a service ticket must be resolved, where the deadline is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem. As neither reference discloses these claim limitations, the hypothetical combination of Jones and Tsykin also fails to disclose or render obvious the claim limitations.

More specifically, Jones fails to disclose or render obvious these claim limitations, and Tsykin fails to cure the deficiencies of Jones, as Tsykin merely discloses reporting the percentages of responses that conform to service level agreement (SLA) requirements. The Examiner relies on Fig. 12 of Tsykin. Examiner's Answer, p. 30. Although Fig. 12 and the associated text mentions an SLA, there is no teaching in Tsykin regarding the determination of a deadline that is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem. Thus, the Examiner fails to explain why the hypothetical combination of Jones and Tsykin teaches or renders obvious determining a deadline for when a problem associated with a service ticket must be resolved, where the deadline is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem, as set forth in claim 1.

The Examiner relies on lines 65-67 in column 1 of Jones and lines 1 and 2 and 48 and 49 in column 2 of Jones for the purported disclosure of determining a deadline approach alert time at which a help desk user must be notified that the contractually-determined deadline is approaching. Examiner's Answer, p. 32. However, the language from lines 65-67 in column 1 and extending through lines 1 and 2 of column 2 of Jones merely discloses generating notification to alert key personnel or management that troubles

exist that have exceeded predefined time limits or intervals. This disclosure fails to, however, disclose or render obvious determining a deadline approach time at which a help desk must be notified that a contractually-determined deadline is approaching (emphasis added). Instead, the cited language merely recites that a predefined time limit or interval has been exceeded (emphasis added). Likewise, the language found in lines 48 and 49 in column 2 of Jones merely discloses an alerting system that "proactively ensures awareness of data satisfying predetermined alerting criteria" but also fails to disclose or render obvious the explicitly-recited claim limitations.

Regarding the explicitly-recited claim limitations of displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date, the Examiner apparently concedes that Jones fails to disclose these limitations and relies on Scheifler. Examiner's Answer, p. 32. However, Scheifler merely discloses a graphical user interface that uses an X-Windows system. The Examiner refers to the first paragraph on page 79 of Scheifler. Examiner's Answer, p. 32. However, this paragraph merely discloses the use of the X-Window system to provide high performance graphics to a hierarchy of resizable windows. Neither Scheifler nor Jones, however, discloses or renders obvious the explicitly-recited claim limitations of displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date (emphasis added). Furthermore, the Examiner provides no plausible reason to explain why the skilled artisan in possession of Jones and Scheifler would have otherwise derived these limitations, absent impermissible hindsight gleaned from the present application. Thus, for at least this additional, independent reason, the § 103 rejection of independent claim 1 is deficient.

Independent claims 12 and 23 overcome the § 103 rejections for at least the same reasons set forth above. Thus, in view of the foregoing, Applicant maintains that the § 103 rejections of claims 1, 12 and 23 are in error and should be reversed.

B. Whether Claims 2, 4, 13, 15, 24, 26, 34 and 39 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?

The Examiner apparently concedes that Jones fails to expressly disclose alerting a help desk user to send a status update to a customer and relies on Riley (para. nos. 136 and 137) for this teaching. Examiner's Answer, p. 35. However, paragraph nos. 136 and 137 of Riley merely discloses the assignment of requests to different tier operators. Riley fails to, however, cure the deficiencies of Jones, as the Examiner fails to show, whether by evidence or argument why the skilled artisan in possession of the cited references would have derived alerting a help desk user to send a status update to a customer, absent impermissible hindsight gleaned from the current application.

Thus, Applicant maintains that the § 103 rejections of claims 2, 13 and 24 are in error and should be reversed.

Regarding the § 103 rejections of claims 4, 15 and 26, the Examiner relies on paragraph nos. 77-82 of Riley for the limitations that are presented by these claims and apparently concedes that Jones fails to teach these limitations. Examiner's Answer, p. 37. However, the language cited by the Examiner fails to even disclose or render obvious determining a time to provide a new status update to a customer, as the hypothetical combination of references fails to disclose or render obvious determining any alert regarding an approaching status update.

Thus, in view of the foregoing, Applicant maintains that the § 103 rejections of claims 4, 15 and 26 are in error and should be reversed.

Regarding the § 103 rejection of claim 34, this claim requires sending an alert about an approaching contractually-required deadline. The portion of Jones, which is relied on by the Examiner, merely discloses sending an escalation level and an associated time for triggering the escalation level. The Examiner is failing to consider the explicitly-recited limitations of sending an alert to a help desk client alerting a help desk user that a contractually-required time to take a specified action is approaching (emphasis added).

However, when the limitations of claim 34 are assigned the patentable weight that they are due, it becomes clear that Jones fails to disclose or render obvious the missing claim limitations.

Thus, in view of the foregoing, Applicant maintains that the § 103 rejection of claim 34 is in error and should be reversed.

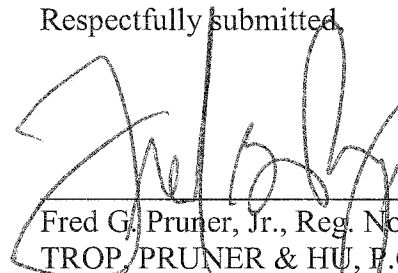
For similar reasons that are set forth above, the § 103 rejection of claim 39 is deficient due to the fact that the Examiner relies on lines 65-67 in column 1 through 1 and 2 of column 2 and lines 23-34 in column of Jones. However, as set forth above, this language fails to disclose the limitations presented in claim 39, as this language merely discloses generating notifications to alert key personnel that outages exist and have exceeded a predetermined time limits or intervals. Scheifler merely discloses an X-Window graphical user interface but fails to disclose or render obvious displaying active tickets that are displayed and are only those that have reached a predetermined percentage of time before their due date. Therefore, the Examiner fails to address the explicitly-recited limitations and fails to provide any plausible reason to explain why the skilled artisan in possession of Jones and Scheifler would have derived the limitations presented in claim 39, absent impermissible hindsight gleaned from the present application.

Thus, Applicant maintains that the § 103 rejection of claim 39 is in error and should be reversed.

Applicant respectfully requests that each of the final rejections be reversed and that the claims subject to this Appeal be allowed to issue.

The Commissioner is authorized to charge any fees or credit any overpayment to
Deposit Account No. 08-2025, under Order No. 200901419-1.

Respectfully submitted,



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APPENDIX OF CLAIMS

The claims on appeal are:

1. A method, in a computer system, for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met, the method comprising:

inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem;

displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date;

determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and

alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

2. The method as recited in claim 1, further comprising:

determining a status update interval for the service ticket; and

responsive to a determination that the problem has not been resolved by the deadline, determining a first status update alert time to alert the help desk user that a status update needs to be sent to the customer.

3. The method as recited in claim 2, further comprising:

alerting the help desk user that a status update is approaching when the first status update alert time occurs.

4. The method as recited in claim 3, further comprising:
responsive to a determination that the problem has not been resolved after a status update time has passed, determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.
5. The method as recited in claim 1, wherein alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprises sending an alert wherein the alert includes an identity of the service ticket and the deadline for when a problem associated with the service ticket must be resolved.
6. The method as recited in claim 5, wherein the alert comprises a pop-up window.
7. The method as recited in claim 6, wherein the pop-up window is displayed on top of all other windows that are open on the help desk user's data processing system.
8. The method as recited in claim 5, wherein the alert comprises an audio alert.
9. The method as recited in claim 5, wherein the alert comprises a graphical alert.
10. The method as recited in claim 1, wherein the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.
11. The method as recited in claim 10, wherein the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider.

12. A computer program product in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met, the computer program product comprising:

first instructions for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem;

display instructions for displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date;

second instructions for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and

third instructions for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

13. The computer program product as recited in claim 12, further comprising:

fourth instructions for determining a status update interval for the service ticket; and

fifth instructions, responsive to a determination that the problem has not been resolved by the deadline, for determining a first status update alert time to alert the help desk user that a status update needs to be sent to the customer.

14. The computer program product as recited in claim 13, further comprising:

sixth instructions for alerting the help desk user that a status update is approaching when the first status update alert time occurs.

15. The computer program product as recited in claim 14, further comprising:
seventh instructions, responsive to a determination that the problem has not been resolved after a status update time has passed, for determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

16. The computer program product as recited in claim 12, wherein alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprises sending an alert wherein the alert includes an identity of the service ticket and the deadline for when a problem associated with the service ticket must be resolved.

17. The computer program product as recited in claim 16, wherein the alert comprises a pop-up window.

18. The computer program product as recited in claim 17, wherein the pop-up window is displayed on top of all other windows that are open on the help desk user's data processing system.

20. The computer program product as recited in claim 16, wherein the alert comprises a graphical alert.

21. The computer program product as recited in claim 12, wherein the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.

22. The computer program product as recited in claim 21, wherein the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider.

23. A system in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met, the system comprising:

first means for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem;

display means for generating a display, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date;

second means for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and

third means for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

24. The system as recited in claim 23, further comprising:

fourth means for determining a status update interval for the service ticket; and

fifth means, responsive to a determination that the problem has not been resolved by the deadline, for determining a first status update alert time to alert the help desk user that a status update needs to be sent to the customer.

25. The system as recited in claim 24, further comprising:

sixth means for alerting the help desk user that a status update is approaching when the first status update alert time occurs.

26. The system as recited in claim 25, further comprising:

seventh means, responsive to a determination that the problem has not been resolved after a status update time has passed, for determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

27. The system as recited in claim 23, wherein alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprises sending an alert wherein the alert includes an identity of the service ticket and the deadline for when a problem associated with the service ticket must be resolved.

28. The system as recited in claim 27, wherein the alert comprises a pop-up window.

29. The system as recited in claim 28, wherein the pop-up window is displayed on top of all other windows that are open on the help desk user's data processing system.

30. The system as recited in claim 27, wherein the alert comprises an audio alert.

32. The system as recited in claim 23, wherein the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.

33. The system as recited in claim 32, wherein the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider.

34. A system for monitoring service tickets in order to provide reminders to a help desk user of impending times for actions, the times for actions being provided according to a level of service required to be provided to a customer pursuant to a contract between the customer and a service provider, the system comprising:

a monitoring server;

a database; and

a help desk client;

wherein the database stores tickets and information regarding ticket types, ticket severities based on the contract, and corresponding contractually required times for actions to be performed for each of the ticket types and ticket severities; the monitoring server monitors tickets in the database, determines when times for actions are approaching, and sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching; and the help desk client displays active tickets to a help desk user and provides alerts received from the monitoring server to the help desk user.

35. The system as recited in claim 34, wherein the times are determined using a centralized clock.

38. The system as recited in claim 34, wherein the active tickets are displayed on a grid.

39. The system as recited in claim 34, wherein the active tickets displayed are only those that have reached a predetermined percentage of the time before their due date.

40. The system as recited in claim 39, wherein the percentage of time is 75% of the time specified in an associated LOS.

41. The system as recited in claim 39, wherein the display may be minimized at the election of the user.